in another State for a year at a time was not an abandonment. On the other hand, where the removal is to another part of the same State for similar reasons, the presumption of abandonment seems to be given much less force. Thus, in *Reilly* v. *Reilly* (Ill.) 26 N.E. 604, an absence for nine years with the intention of returning when the growth of the home city would enable the plaintiff to carry on her business as a dressmaker, was held not to be an abandonment of the homestead; likewise, a four years' absence was not an abandonment, *Gardner* v. *Gardner,* 123 Mich. 673, 82 N.W. 522. But vide *White* v. *Roberts,* 112 Ky. 788, 23 Ky. Law Rep. 2187, 66 S.W. 758 and *Burch* v. *Atchison,* 82 Ky. 585, 6 Ky. Law Rep. 636, *contra.*

INSANITY—COURT CANNOT INTERFERE IF DEFENDANT HAS REFUSED TO SET IT UP AS A DEFENCE AT THE TRIAL.—Prisoner was indicted upon two counts, one for causing actual bodily harm to, the other for assault upon a police officer. He successfully pleaded *autrefois acquit* to the first count, but refused to set up insanity as a defence to the second count, and was found guilty. He then applied for leave to appeal against conviction and sentence, and to call for further evidence. Application refused. *James Henry Joseph Hill* (Eng. 1911) 7 Cr. App. R. 83.

A person insane at the time of committing the act cannot be guilty of crime nor can an insane person be tried, sentenced, or punished, CLARK, CR. LAW, p. 61. And when a prisoner stands mute the court may enter a plea of not guilty for him and also submit to the jury the question of his sanity. WHARTON, CR. PL. & PR., § 417; *Reg.* v. *Berry,* 13 Cox Cr. C. 189. But here the prisoner himself put in a defence, and refused to set up the defence of insanity, the court in the principal case saying:—"This is an unusual case * * * The Common Serjeant obviously thought him insane, but as the prisoner refused to set up the defence, this Court cannot interfere; it is a case for the Home Secretary."

INSURANCE—FOREIGN INSURANCE COMPANIES—LIABILITY ON LOSSES OCCURRING AFTER DISSOLUTION. Plaintiff's mortgagor, a resident of South Carolina, procured a policy of fire insurance from the defendant, a Nebraska corporation, licensed to do business in South Carolina. A short time afterward the defendant was declared insolvent, was dissolved and a receiver appointed by the Nebraska courts. More than a year later, and while the receiver was still in charge of the affairs of the defendant, the insured property was destroyed by fire. Plaintiff sued to recover the amount of his policy. *Held,* under the statute subjecting foreign corporations doing business in the State to the laws of the State, and providing that corporations, though dissolved, shall continue to be bodies corporate to prosecute or defend suits by or against them, and to enable them to settle their affairs, a foreign corporation admitted to do business in the State and issuing policies in the State may be sued on a policy issued to a citizen notwithstanding its dissolution in the State of its origin. *Frink* v. *National Mut. Fire Ins. Co.* (S. C. 1912) 74 S.E. 33.

This is a case of first impression in South Carolina, and the court cites